



CONTRACT FOR MITIGATION OF ADVERSE IMPACTS

Community Development Department ♦ 80 Columbia Avenue ♦ Marysville, WA 98270
(360) 363-8100 ♦ (360) 651-5099 FAX ♦ Office Hours: Monday - Friday 7:30 AM - 4:00 PM

THIS CONTRACT is entered into pursuant to Marysville Municipal Code Chapter 22D.010 by and between the CITY OF MARYSVILLE and the owner of the property described below, for the purpose of defraying the public cost of mitigating adverse impacts directly resulting from the development of the subject property.

OWNER INFORMATION			
Owner Name			
Mailing Address			
City, State, ZIP			
INFORMATION ON PROPERTY TO BE DEVELOPED			
Site Address		APN(s) Tax Parcel Numbers	
Legal Description (abbreviated)			
Comprehensive Plan		Zoning	
Description of Proposed Development			
POTENTIAL ADVERSE IMPACTS AS IDENTIFIED BY THE CITY			
Select Applicable Impact(s)	<input type="checkbox"/> Streets, Sidewalks, and/or Traffic Control Devices <input type="checkbox"/> Parks, Recreational Facilities, and Open Space <input type="checkbox"/> Storm Drainage <input type="checkbox"/> Police, Fire and Emergency Services <input type="checkbox"/> Other (describe)		
METHOD SELECTED TO MITIGATE ADVERSE IMPACTS			
INSTRUCTIONS: Select Mitigation Method by Checking Box and Supplying Information Under Checked Box.			
<input type="checkbox"/> Modification of Project to Avoid Creating Adverse Impacts			
Description of Modifications to Project			
<input type="checkbox"/> Private Construction of Needed Improvements by Developer			
Description of Improvements			
Completion Schedule			
Mitigation Payment Amount			
Schedule of Payments			

<input type="checkbox"/> Dedication of Land to City Pursuant to MMC Section 22D.010.060			
Description of Land Dedicated			
Fair Market Value of Land Dedicated			
Date of Dedication			
<input type="checkbox"/> Private Development of Regional Public Work Pursuant to MMC Section 22D.010.070			
Description of Public Work			
Value of Public Work			
Schedule for Completion of Public Work			
<p>Any party aggrieved by the terms of this contract has a right to appeal to the City Council within twenty (20) days from the date hereof. All mitigation assessments paid to the City hereunder shall be deposited in the Growth Management Fund and shall be held and used subject to the following provisions:</p> <p>a) Mitigation assessments paid by the proponents may only be expended by the City on Capital Improvements agreed upon between the proponent and the City which are designed to mitigate impacts directly resulting from the proposed project.</p> <p>b) Mitigation assessments shall be expended for such purposes within five (5) years after the date of payment to the City.</p> <p>c) Any mitigation assessments not so expended shall be refunded with interest at the rate then established by state law as applying to judgments. The refund shall be made to the property owner of the subject property who is of record at the time of the refund. Provided, that if the mitigation assessment is not expended within the five year period due to delay attributable to the proponent, or to successors or assigns, the mitigation assessment shall be refunded without interest.</p> <p>Dated this _____ day of _____, 20____.</p> <p>_____</p> <p>Owner</p> <p>_____</p> <p>City of Marysville</p>			
FOR AGENCY USE	Amount \$	Receipt No.	Date
	Amount \$	Receipt No.	Date
	Amount \$	Receipt No.	Date